Sales Quotation

Quote Number: T-US-412634-C

Quote Date: 7/1/03

SAR 239403559

Customer : MICHELLE GLADMON
COUNTY OF FREDERICK MD
FREDERICK COUNTY PUBLIC LIBRARY
FREDERICK MD 21701
Tel / Fax 4107403040 / 4107309495

Sun Roy MacFarland
Sun Microsystems, Inc.
7777 Gateway Blvd, Bldg 12
Newark CA 9456094560
Tel / Fax : 510-574-7928/1-408-957-3720

We are pleased to quote as follows:

Validity Period	Credit Terms	Shipping Terms
3 Days	NET 3O FRM INV DATE	Destination

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
		MATCHING GRANT PROGRAM ENDS JUNE 21,2003. PLEASE ORDER ON OR BEFORE THAT DATE.					
		SALES REP: Laura Dennis					
		The Matching Grant Program is for a limited time and is only granted for existing or new equipment in laboratory environment.					
		Upon acceptance and confirmation of the final quote, the Award Number will be issued which is good for 15 days from the receipt of authorization.					
		Please Note: You must include the Award Number and Approved Final Quote number on your Purchase Order.					
		Please submit the original request form plus this quote to:MatchingGrant@sun.com in order to complete your Matching Grant process.					
		Due to the extended leadtimes of specific parts, we request that your purchase order state the acceptance of partial shipments.					
		Order Placement - Please FAX a formal Purchase Order to the attention of: Please also reference the Sun Quotation Number located at the top of this form and your Matching Grant approval # on your PO.					
		THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO THE ATTACHED TERMS & CONDITIONS AGREEMENT.					
		Quoted per L.Dennis on your behalf.					
1		Configuration: A30-WSF2-04GRF	1	$34,725.00	N/A	$18,227.50	$18,227.50

YOU MUST READ THE FOLLOWING: THIS SUN QUOTATION AND ANY ORDER YOU SUBMIT FOR PRODUCTS OR SERVICES IS SUBJECT TO: (1) THE TERMS OF ANY EXISTING SALES AGREEMENT YOU HAVE WITH SUN GOVERNING THAT PRODUCT OR SERVICE, OR,IF NONE, BY SUN'S SALES TERMS FOUND AT http://www.sun.com/sales/salesterms, THE GENERAL TERMS OF WHICH ARE EITHER ATTACHED OR ON THE REVERSE SIDE HEREOF, AND (2) APPLICABLE SUN SERVICE LISTINGS AND STATEMENTS OF WORK FOUND AT http://www.sun.com/service/servicelist [(1) AND (2) COLLECTIVELY BEING CALLED "SUN SALES TERMS."]

ALL ORDERS MUST REFERENCE EITHER YOUR SALES AGREEMENT NUMBER OR THIS SALES QUOTATION AND BE IN CONFORMANCE WTIH SUN SALES TERMS. ORDERS ARE SUBJECT TO ACCEPTANCE BY SUN EITHER THROUGH ISSUANCE OF AN ORDER ACKNOWLEDGEMENT OR DELIVERY OF THE PRODUCTS OR SERVICES. THIS QUOTATION REMAINS FIRM FOR THE PERIOD LISTED ABOVE, EXCEPT THAT SUN MAY MODIFY THIS SALES QUOTATION IF THERE IS A TYPOGRAPHICAL ERROR OR THE AVAILABILITY OF PRODUCTS, SERVICES, OR CREDIT CHANGE.

Sun microsystems

Sales Quotation

Quote Number: T-US-412634-C

Quote Date: 7/1/03

Item	Product Number	Description	Qty	Unit List Price	Disc	Unit Net Price	Extended Net Price
1.1	A30-WSF2-04GRF	Sun Fire V880 Server 2 @ 900 MHz, 4 GB memory, 6 - 73 GB, 1.0", 10,000 RPM, FC-AL disks, DVD, 3 (N+1 redundant) power supplies and redundant cooling fan trays. All memory DIMM slots fully populated. Standard Configuration	1	$32,995.00	50.00%	$16,497.50	$16,497.50
1.1.1	X311L	Localized Power Cord Kit North American/Asian	3	N/C	N/A	N/C	N/C
1.1.2	X6540A	Dual-channel single-ended UltraSCSI host adapter, PCI; includes two 2m SCSI cables	1	$530.00	N/A	$530.00	$530.00
1.2	SG-XTAP4MM-011A	12GB 4mm DDS-3 in a UniPack desktop enclosure. (Standard Configuration)	1	$1,105.00	N/A	$1,105.00	$1,105.00
1.2.1	X311L	Localized Power Cord Kit North American/Asian	1	N/C	N/A	N/C	N/C
1.3	SOLZS-090C9AYM	Solaris 9 System Administrator's media kit (latest release). Contains Multilingual CD & DVD Media & English Installation Documentation, SPARC Platform Edition.	1	$95.00	N/A	$95.00	$95.00
2	X3668AE	PGX32 8&24 Color Frame Buffer, Software on CD, Video adapter cable (Only for PCI systems) For Education Market Only.	1	$95.00	N/A	$95.00	$95.00
3	X7147A	17-inch Flat Display CRT Monitor, 16" diagonal viewable area, 0.24-mm dot pitch, 1280x1024 @ 75/76Hz, captive video cable with HD15-pin connector, Universal Power Supply, DDC1/2B, VESA DPMS, TCO'99, WW agency compliance, Standard version	1	$325.00	N/A	$325.00	$325.00
4	X3538A	Type 6 Country Kit includes keyboard for US Unix/Unix Universal /European Unix layout for systems with USB interface. Power cables, USB mouse, and mouse pads are included.	1	$45.00	N/A	$45.00	$45.00

List Price Total:	$35,190.00

Total:	$18,692.50

THESE ARE THE GENERAL TERMS APPLICABLE TO YOUR ORDER. ADDITIONAL TERMS APPLY TO YOUR ORDER AND CAN BE FOUND AT http://www.sun.com/sales/salesterms/.

1. INTERPRETATION

The purpose of the General Terms is to create a single mechanism under which you and your Affiliated Companies, if any, ("Company") may form purchasing or other Agreements with Sun Microsystems and its Affiliated Companies ("Sun"). In the General Terms:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party; or (b) over which that party exercises management control; or (c) which is under common control with that party; or (d) which owns 50% or more of that party;

"Agreement" means each agreement entered into under the General Terms, comprising the General Terms and an Exhibit executed by Sun and Company referencing the General Terms;

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary;

"Equipment" means the hardware (including components), software media and spare parts listed in the standard product price lists published by Sun from time to time;

"Exhibit" means any exhibit to the General Terms as executed by the parties from time to time;

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world;

"Products" means Equipment or Software;

"Service Listing" means any offering in Sun's Enterprise Services Service List, which is located at *http://www.sun.com/service/servicelist* (a hard copy of each of which will be made available to Company on request), together with such other standard service offerings as the parties may agree from time to time;

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"Sun Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Sun in connection with Products and Services;

"Updates" means subsequent releases and error corrections for Software previously licensed, as listed in the standard price lists published by Sun from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information ("the Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only:) to employees or contractors obligated to the Recipient under similar confidentiality restrictions and in each case only for the purposes for which it was provided under the relevant Agreement.

2.2 The obligations set out in section 2.1 do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Company. Company will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at *http://www.sun.com/policies/trademarks* (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it co-logo Products or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim that materials (which term includes Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably achievable, remove such materials and refund their net book value.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that materials infringe a third party's IPR.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/support/warranty (the "Warranty Web Page") (a hard copy of which is available on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 No limitation on certain categories of liability. Each party acknowledges the full extent of its own liability to the other, arising from: (a) death or personal injury resulting from negligent acts or omissions; (b) breach of any applicable license grant; or (c) claims for non payment; and the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability) are not affected.

8.2 Limitations on other categories of liability. Subject to 7.1 above and to the extent not prohibited by applicable law: (a) each party's maximum aggregate liability for all claims relating to any Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to two million US dollars (U.S. $2,000,000); and (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.

8.3 Failure of essential purpose. Liability for damages will be limited and excluded, even

If any exclusive remedy provided for in the Agreement fails of its essential purpose.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Exhibit immediately by written notice: (a) if the other party commits a non-remediable material breach of the General Terms or Exhibit (as the case may be); or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms immediately by written notice if no Exhibit is in effect. (b) Either party may terminate any Exhibit at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit (for whatever reason), each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted.

9.4 Effect of termination. Neither party will be liable for any damages arising out of the termination or expiration of the General Terms or any Exhibit, provided that such termination or expiration will not affect any right to recover: (a) damages sustained by reason of material breach; or (b) any payments which may be owing in respect of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or obligations under the General Terms or any Exhibit without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance by such sub-contractors.

11. **DISPUTE RESOLUTION.** The parties will use reasonable efforts to resolve any dispute arising out of the General Terms or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.

12. **GENERAL.** All disputes will be governed by the laws of the State of California The venue for litigation will be the appropriate courts located in the County of Santa Clara. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement. Force majeure. A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing. Notices. All written notices required by the General Terms or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written. Relationship. Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Invalidity. If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions. Survival. Rights and obligations under the General Terms and any Exhibit which by their nature should survive, will remain in effect after termination or expiration of the General Terms or the relevant Exhibit. No waiver. Any express waiver or failure to exercise promptly any right under the General Terms or any Exhibit will not create a continuing waiver or any expectation of non-enforcement. Modification. No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party. Entire agreement. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during its term.

Purchase Order

Frederick County Commissioners
PURCHASING
WINCHESTER HALL, FIRST FLOOR
12 EAST CHURCH STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA

Purchase Order	Date	Revision	Page
FCG01- 0000086770	07/29/2003		1
Payment Terms	**Freight Terms**		**Ship Via**
Net 30	Destination		BESTWAY
Rqstr: Brennan,Pat		Currency Code:	USD

Vendor: 0000020708
SUN MICROSYSTEMS INC
7777 GATEWAY BLVD BLDG 12
NEWARK CA 9456094560
UNITED STATES OF AMERICA
Fax: 14089573720

Ship To: FREDERICK CO PUBLIC LIBRARIES
110 EAST PATRICK STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA
301-694-1630

Bill To: FREDERICK CO PUBLIC LIBRARIES
110 EAST PATRICK STREET
FREDERICK MD 21701
UNITED STATES OF AMERICA

Tax Exempt? Y Tax Exempt ID: 300118.5

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		A30-WSF2-04GRF SUN FIRE V880 SERVER - PRICE INCLUDES X311L POWER CORD KIT	1.00	EA	16,497.00	16,497.00	07/23/2003
					Schedule Total	16,497.00	
NIGP	2041650400						
			Item Total			16,497.00	
2 - 1		X6540A SCSI HOST ADAPTER	1.00	EA	530.00	530.00	07/23/2003
					Schedule Total	530.00	
NIGP	2041650400						
			Item Total			530.00	
3 - 1		SG-XTAP4MM-011A DDS-3 DRIVE W/ POWER CORD	1.00	EA	1,105.00	1,105.00	07/23/2003
					Schedule Total	1,105.00	
NIGP	2041650400						
			Item Total			1,105.00	
4 - 1		SOLZS-090C9AYM SOLARIS 9 ADMINISTRATOR'S KIT	1.00	EA	95.00	95.00	07/23/2003
					Schedule Total	95.00	
NIGP	2041650400						
			Item Total			95.00	
5 - 1		X3668AE PGX32 COLOR FRAME BUFFER	1.00	EA	95.00	95.00	07/23/2003
					Schedule Total	95.00	
NIGP	2041650400						
			Item Total			95.00	
6 - 1		X7147A 17-INCH FLAT PANEL MONITOR	1.00	EA	325.00	325.00	07/23/2003
					Schedule Total	325.00	
NIGP	2041650400						
			Item Total			325.00	
7 - 1		X3538A KEYBOARD	1.00	EA	45.00	45.00	07/23/2003
					Schedule Total	45.00	
NIGP	2041650400						
			Item Total			45.00	
8 - 1		SHIPPING & INSIDE DELIVERY	188.00	EA	1.00	188.00	07/23/2003
					Schedule Total	188.00	
NIGP	2041650400						

Send to Vendor

Authorized Signature

Sun microsystems
Federal ID #94-2805249

Copy sent to Bill Kessler

SALES ORDER ACKNOWLEDGEMENT

0329 AM 033 E

SOLD TO COUNTY OF FREDERICK

SHIP TO
FREDERICK COUNTY LIBRARY
110 E PATRICK ST
FREDERICK, MD 21701

ACCOUNTING
AUG 12 2003
FREDERICK Co.

ORDER DATE	PAGE
05-AUG-03	1 of 2

F.O.B.	TAXABLE
DESTINATIO	

FREIGHT CHARGES: PREPAID

METHOD OF SHIPMENT: A STANDARD GROUN

ACKNOWLEDGEMENT TO
COUNTY OF FREDERICK
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

BILL TO
COUNTY OF FREDERICK
Attn: PAT BRENNAN,
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
12 E CHURCH ST
FREDERICK, MD 21701-5437

FOR ADDITIONAL INFORMATION, PLEASE CONTACT YOUR PERSONAL CUSTOMER SERVICE REPRESENTATIVE PANIS, CHARLES,

SALES ORDER NUMBER	PURCHASE ORDER NUMBER	CONTRACT NUMBER	TERMS
2534650	FCG01-0000086770	NO AGREEMENT AR-76604-Edu	NET 30

LINE ITEM	CLIN	PRODUCT NUMBER	DESCRIPTION	ORDER QTY.	BK. ORD. QTY.	PLANNED SHIP DATE	UNIT PRICE	EXTENSION
1		A30-WSF2-04GRF	SFV880 2@900 MHz,4GB, 6-73 GB	1	1	28-AUG-03	16497.50	16497.50
2		X311L	NORTH AMERICAN/ASIA PWR CRD KT	3	3	28-AUG-03	0.00	0.00
3		X6540A	OPT INT PCI ULTRASCSI SE CARD	1	1	28-AUG-03	530.00	530.00
4		SG-XTAP4MM-011A	TAPE 12GB 4MM DDS-3 UNIPACK	1	1	28-AUG-03	1105.00	1105.00
5		X311L	NORTH AMERICAN/ASIA PWR CRD KT	1	1	28-AUG-03	0.00	0.00
6		SOLZS-090C9AYM	S9 SA ML Kit, SP, w/ Eng. Docs	1	1	28-AUG-03	95.00	95.00
7		X3769A	Sun(tm) XVR-100 Graphics	1	1	28-AUG-03	95.00	95.00
8		X7147A	17" Flat CRT Monitor	1	1	28-AUG-03	325.00	325.00

This order is subject to: (1) the terms of any existing sales agreement you have with Sun governing the product or service, or, if none, by Sun's sales terms found at http://www.sun.com/sales/salesterms, the General Terms of which are either attached or on the reverse side hereof, and (2) applicable Sun service listings and statements of work found at http://www.sun.com/service/servicelist [(1) and (2) collectively being called 'Sun Sales Terms']. Sun objects and will not be bound by any additional terms which you may submit in a purchase order or other purchase documentation.

Sun microsystems
Federal ID #94-2805249

SALES ORDER ACKNOWLEDGEMENT

SOLD TO COUNTY OF FREDERICK

SHIP TO
FREDERICK COUNTY LIBRARY
110 E PATRICK ST
FREDERICK, MD 21701

ORDER DATE	PAGE
05-AUG-03	2 of 2
F.O.B.	**TAXABLE**
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FREIGHT CHARGES	
PREPAID	
METHOD OF SHIPMENT	
A STANDARD GROUN	

ACKNOWLEDGEMENT TO
COUNTY OF FREDERICK
FREDERIC COUNTY COMMISSIONERS
WINCHESTER HALL 1ST FL
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FREDERICK, MD 21701-5437

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COUNTY OF FREDERICK
Attn: PAT BRENNAN,
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12 E CHURCH ST
FREDERICK, MD 21701-5437

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SALES ORDER NUMBER	PURCHASE ORDER NUMBER	CONTRACT NUMBER	TERMS
2534650	FCG01-0000086770	NO AGREEMENT	NET 30

LINE ITEM	CLIN	PRODUCT NUMBER	DESCRIPTION	ORDER QTY.	BK. ORD. QTY.	PLANNED SHIP DATE	UNIT PRICE	EXTENSION
9		X3538A	US UNIX/UNIX UNIV./EUR.UNIX	1	1	28-AUG-03	45.00	45.00
		FREIGHTLINE	FREIGHTLINE Item for Taxes	1	1		187.50	187.50

THIS SALES ORDER ACKNOWLEDGEMENT ACTS AS A CONFIRMATION OF PURCHASE ORDER RECEIPT. SCHEDULE DATES ARE SUBJECT TO CHANGE.

ATTN: PO# FCG01-0000086770

BUYER: PAT BRENNAN

SUBTOTAL 18,880.00

This order is subject to: (1) the terms of any existing sales agreement you have with Sun governing the product or service, or, if none, by Sun's sales terms found at http://www.sun.com/sales/salesterms, the General Terms of which are attached or on the reverse side hereof, and (2) applicable Sun service listings and statements of work found at http://www.sun.com/service/servicelist [(1) and (2) collectively being called 'Sun Sales Terms']. Sun objects and will not be bound by any additional terms which you may submit in a purchase order or other purchase documentation.

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3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Company. Company will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at http://www.sun.com/policies/trademarks (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it co-logo Products or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim that materials (which form the basis of Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably achievable, remove such materials and refund their net book value.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a non-infringing version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that materials infringe a third party's IPR.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/support/warranty (the "Warranty Web Page") (a hard copy of which is available on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 No limitation on certain categories of liability. Each party acknowledges the unlimited extent of its own liability to the other, arising from: (a) death or personal injury resulting from negligent acts or omissions; (b) breach of any applicable licence grant; or (c) claims for non-payment; and the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability) are not affected.

8.2 Limitations on other categories of liability. Subject to 8.1 above, and to the extent not prohibited by applicable law, (a) each party's maximum aggregate liability for all claims relating to any Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to two million US dollars (U.S. $2,000,000) or, in the case of purchases, to the amount paid to the other party during the previous twelve (12) months for the products or services that is the subject matter of the claim up to a maximum of two million US dollars; and (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.

8.3 Failure of essential purpose. Liability for damages will be limited and excluded, even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Exhibit immediately by written notice: (a) if the other party commits a non-remediable material breach of the General Terms or Exhibit (as the case may be); or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms immediately by written notice if no Exhibit is in effect. (b) Either party may terminate any Exhibit at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit (for whatever reason), each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted.

9.4 Effect of termination. Neither party will be liable for any damages arising out of the termination or expiration of the General Terms or any Exhibit, provided that such termination or expiration will not affect any right to recover: (a) damages sustained by reason of material breach; or (b) any payments which may be owing in respect of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or obligations under the General Terms or any Exhibit without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance by such subcontractors.

11. DISPUTE RESOLUTION.

The parties will use reasonable efforts to resolve any dispute arising out of the General Terms or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.

12. GENERAL.

All disputes will be governed by the laws of the State of California. The venue for litigation will be the appropriate courts located in the County of Santa Clara, California. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement. Force majeure. A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing. Notices. All written notices required by the General Terms or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or by overnight courier and will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written. Relationship. Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Invalidity. If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions. Survival. Rights and obligations under the General Terms and any Exhibit which by their nature should survive, will remain in effect after termination or expiration of the General Terms or the relevant Exhibit. No waiver. Any express waiver or failure to exercise promptly any right under the General Terms or any Exhibit will not create a continuing waiver or any expectation of non-enforcement. Modification. No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party. Entire agreement. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during its term.

THESE ARE THE GENERAL TERMS APPLICABLE TO YOUR ORDER. ADDITIONAL TERMS APPLY TO YOUR ORDER AND CAN BE FOUND AT http://www.sun.com/sales/salesterms.

1. INTERPRETATION

The purpose of the General Terms is to create a single mechanism under which you and your Affiliated Companies, if any, ("Company") may form purchasing or other Agreements with Sun Microsystems and its Affiliated Companies ("Sun"). In the General Terms:

"Affiliated Company" means, in relation to either party, any entity: (a) which is owned 50% or more by that party, or (b) over which that party exercises management control; or (c) which is under common control with that party, or (d) which owns 50% or more of that party.

"Agreement" means each agreement entered into under the General Terms, comprising the General Terms and an Exhibit executed by Sun and Company referencing the General Terms;

"Confidential Information" means any information disclosed by one party to another under any Agreement which is, prior to or at the time of disclosure, identified in writing as confidential or proprietary;

"Equipment" means the hardware (including components), software media and spare parts listed in the standard product price lists published by Sun from time to time;

"Exhibit" means any exhibit to the General Terms as executed by the parties from time to time;

"IPR" means intellectual property rights, including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world;

"Products" means Equipment or Software;

"Service Listing" means any offering in Sun's Enterprise Services Service List, which is located at *http://www.sun.com/service/servicelist* (a hard copy of each of which will be made available to Company on request), together with such other standard service offerings as the parties may agree from time to time;

"Services" means the services described in any Service Listing or SOW;

"Software" means (i) any binary software programs listed in the standard price lists published by Sun from time to time, (ii) any Updates, and (iii) any related user manuals or other documentation;

"SOW" means any statement of work relating to Services;

"Sun Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Sun in connection with Products and Services;

"Updates" means subsequent releases and error corrections for Software previously licensed, as listed in the standard price lists published by Sun from time to time.

2. CONFIDENTIAL INFORMATION

2.1 A party receiving Confidential Information ("the Recipient") may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to employees or contractors obligated to the Recipient under similar confidentiality restrictions and in each case only for the purposes for which it was provided under the relevant Agreement.

2.2 The obligations set out in section 2.1 do not apply to information which: (a) is rightfully obtained by the Recipient without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the Recipient; (c) the Recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object.

3. RESTRICTED ACTIVITIES

3.1 Export laws. Products, Services and technical data delivered by Sun may be subject to US export controls or the trade laws of other countries. Company will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery to Company. Company will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. Company will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses.

3.2 Nuclear applications. Company acknowledges that Products and Services are not designed or intended for use in the design, construction, operation or maintenance of any nuclear facility.

4. SUN TRADEMARKS

4.1 Company may refer to Products and Services by their associated names, provided that such reference is not misleading and complies with Sun's Trademark and Logo Policies, which are located at http://www.sun.com/policies/trademarks (and a hard copy of which will be made available to Company on request).

4.2 Company may not remove or alter any Sun Trademarks, nor may it co-logo Products or Services. Company agrees that any use of Sun Trademarks by Company will inure to the sole benefit of Sun.

4.3 Company agrees not to incorporate any Sun Trademarks into Company's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

5. PUBLICITY

5.1 Sun may use Company's name in promotional materials, including press releases, presentations and customer references regarding the sale of Products or Services. These permissions are free of charge for worldwide use in any medium. Sun will obtain Company's prior approval for publicity that contains claims, quotes, endorsements or attributions by Company, such approval not to be unreasonably withheld.

6. INTELLECTUAL PROPERTY CLAIMS

6.1 Each party ("the Indemnifying Party") will defend or settle, at its option and expense, any legal proceeding brought against the other ("the Indemnified Party") to the extent that it is based on a claim that materials (which term includes Products) developed and provided by the Indemnifying Party infringe a third party's patent, trade secret or copyright. The Indemnifying Party will indemnify the Indemnified Party against all damages and costs attributable exclusively to such claim awarded by the court finally determining the case, provided that the Indemnified Party: (a) gives written notice of the claim promptly to the Indemnifying Party; (b) gives the Indemnifying Party sole control of the defense and settlement of the claim; (c) provides to the Indemnifying Party, at the expense of the Indemnifying Party, all available information and assistance; (d) does not compromise or settle such claim; and (e) is not in material breach of any Agreement.

6.2 If such materials or services are found to infringe, or in the reasonable opinion of the Indemnifying Party are likely to be the subject of a claim, the Indemnifying Party will at its option: (a) obtain for the Indemnified Party the right to use such materials; (b) replace or modify the materials so they become non-infringing; or (c) if neither (a) nor (b) is reasonably achievable, remove such materials and refund their net book value.

6.3 Neither party has any obligation to the extent any claim results from: (a) use of materials in combination with any third party equipment, software or data; (b) compliance by the Indemnifying Party with the designs or specifications of the Indemnified Party; (c) modification of materials other than at the direction of the Indemnifying Party; or (d) use of an allegedly infringing version of the materials, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party.

6.4 This section states the entire liability of each party (as Indemnifying Party) and the exclusive remedies of each party (as Indemnified Party) for claims that materials infringe a third party's IPR.

7. WARRANTY

7.1 Sun warrants Products and Services as provided at http://www.sun.com/service/support/warranty ("the Warranty Web Page") (a hard copy of which is available on request).

7.2 EXCEPT AS SPECIFIED IN THE WARRANTY WEB PAGE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

8.1 No limitation on certain categories of liability. Each party acknowledges the full extent of its own liability to the other, arising from: (a) death or personal injury resulting from negligent acts or omissions; (b) breach of any applicable license grant; or (c) claims for non-payment, and the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability) are not affected.

8.2 Limitations on other categories of liability. Subject to 8.1 above and to the extent not prohibited by applicable law, (a) each party's maximum aggregate liability for all claims relating to any Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to two million US dollars (U.S. $2,000,000), or, in the case of purchases, to the amount paid to the other party during the previous twelve (12) months for the product or service that is the subject matter of the claim up to a maximum of two million US dollars; and (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the General Terms or any Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages.

8.3 Failure of essential purpose. Liability for damages will be limited and excluded, even if any exclusive remedy provided for in the Agreement fails of its essential purpose.

9. TERMINATION AND EXPIRATION

9.1 Termination for cause. Either party may terminate the General Terms or any Exhibit immediately by written notice: (a) if the other party commits a non-remediable material breach of the General Terms or Exhibit (as the case may be), or (b) if the other party fails to cure any remediable material breach within thirty (30) days of being notified in writing of such breach.

9.2 Termination without cause. (a) Either party may terminate the General Terms immediately by written notice if no Exhibit is in effect. (b) Either party may terminate any Exhibit at any time upon expiration of ninety (90) days' written notice.

9.3 Actions following termination or expiration. On termination or expiration of the General Terms (for whatever reason), all Exhibits shall automatically terminate with immediate effect. Following termination or expiration of an Exhibit (for whatever reason), each party will deliver to the other any property of the other in its possession or control relating to that Exhibit, in good condition, reasonable wear and tear excepted.

9.4 Effect of termination. Neither party will be liable for any damages arising out of the termination or expiration of the General Terms or any Exhibit, provided that such termination or expiration will not affect any right to recover: (a) damages sustained by reason of material breach; or (b) any payments which may be owing in respect of any Agreement.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Neither party may assign or otherwise transfer any of its rights or obligations under the General Terms or any Exhibit without the prior written consent of the other party, which consent will not be unreasonably withheld, except that: (a) both parties may assign their right to receive payment; and (b) Sun may use subcontractors in the performance of its obligations, in which case Sun will remain responsible for the performance by such subcontractors.

11. DISPUTE RESOLUTION. The parties will use reasonable efforts to resolve any dispute arising out of the General Terms or any Exhibit through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate the dispute to its executives. If an executive level meeting fails to resolve the dispute within thirty (30) days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.

12. GENERAL. All disputes will be governed by the laws of the State of California and venue for litigation will be the appropriate courts located in the County of Santa Clara, California. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Agreement. Force majeure. A party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing. Notices. All written notices required by the General Terms or any Exhibit must be delivered in person or by means evidenced by a delivery receipt or acknowledgement and will be effective upon receipt. Notices communicated by electronic mail or facsimile will be deemed to be written. Relationship. Neither the General Terms nor any Agreement is intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor. Invalidity. If any provision of the General Terms or any Agreement is held invalid by any law or regulation of any government or by any court or arbitrator, such invalidity will not affect the enforceability of other provisions. Survival. Rights and obligations under the General Terms and any Exhibit which by their nature should survive, will remain in effect after termination or expiration of the General Terms or the relevant Exhibit. No waiver. Any express waiver or failure to exercise promptly any right under the General Terms or any Exhibit will not create a continuing waiver or any expectation of non-enforcement. Modification. No modification to the General Terms or any Exhibit will be binding, unless in writing and manually signed by an authorized representative of each party. Entire agreement. Each Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms contained in any quote, purchase order, acknowledgment, or other communication between the parties relating to its subject matter during its term.